



7329

"PATENT APPLICATION"

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of

SHAUN HUME

U.S. Serial No. 10/587,309

Group Art Unit 4136

Filed: April 4, 2007

Confirmation No. 5394

CONTAINER WITH A GYROSCOPE  
MOUNTING

POWER OF ATTORNEY

TO THE HON. COMMISSIONER OF PATENTS AND TRADEMARKS

Dear Sir:

You are requested to recognize THEODORE A. BREINER (Registration No. 32,103); MARY J. BREINER (Registration No. 33,161), and JENNIFER A. HARCHICK (Registration No. 52,139), as Principal Attorneys with full power of substitution and revocation to prosecute this application, to make alterations and amendments therein, to receive the Letters Patent, and to transact all business in the Patent and Trademark Office connected with the application or with the patent granted thereupon. All other powers are revoked. Please address all future correspondence to

Breiner & Breiner, L.L.C.  
P.O. Box 320160  
Alexandria, Virginia 22320-0160

in conformance with PTO Form 122 as attached.

The undersigned is an authorized representative of the assignee of the entire interest of the invention disclosed and claimed in the captioned application as shown in the attached Statement Under 37 CFR 3.73(b).

By

Name:

Title:

Date:

30.07.07

NEIL MACKETT  
DIRECTOR

Attachments - PTO Form 122

- Statement Under 37 CFR 3.73(b)

**STATEMENT UNDER 37 CFR 3.73(b)**Applicant/Patent Owner: Shaun HumeApplication No./Patent No.: 10/587,309 Filed/Issue Date: April 4, 2007Entitled: Container With A Gyroscope MountingFillaball Holdings Limited, a Great Britain corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.  
The extent (by percentage) of its ownership interest is \_\_\_\_\_ %

in the patent application/patent identified above by virtue of either:

A. [ X ] An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel 019809, Frame 0939, or for which a copy thereof is attached.

OR

B. [ ] A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.
2. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.
3. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

[ ] Additional documents in the chain of title are listed on a supplemental sheet.

[ ] As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

[Signature]  
Signature

NEIL MCKEON  
Printed or Typed Name

Director  
Title

30.07.07  
Date

+44 (0) 1233 770808  
Telephone Number

**Dated** 22 December **2006**

**SHAUN ALEXANDER HUME**

**and**

**FILLABALL HOLDINGS LIMITED**

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**DEED OF ASSIGNMENT**

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**Barlow Lyde & Gilbert**

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Website [www.blg.co.uk](http://www.blg.co.uk) DX 155 London CDE

**PATENT**  
**REEL: 019809 FRAME: 0941**

## CONTENTS

CLAUSE	PAGE
1 DEFINITIONS .....	1
2 INTERPRETATIONS .....	1
3 ASSIGNMENT .....	1
4 FURTHER ASSURANCE .....	2
5 GENERAL .....	2
<b>SCHEDULE 1</b>	
PATENTS AND APPLICATIONS.....	4

**THIS DEED OF ASSIGNMENT** is made on *22 November* 2006

**BETWEEN:**

- (1) **SHAUN ALEXANDER HUME** of 6 Barnfield, St Michaels, Tenterden, Kent TN30 6NH (the "Assignor"); and
- (2) **FILLABALL HOLDINGS LIMITED**, a company registered in England (Company number 6035858) whose registered office is at 6 Barnfield, St Michaels, Tenterden, Kent TN30 6NH (the "Assignee").

**NOW IT IS AGREED** as follows:

**1 DEFINITIONS**

In this deed the following words and phrases shall have the following meanings:

**Applications:** the patent applications set out in Schedule 1, Part 3 to this deed;

**Effective Date:** means the date on which this deed is executed and delivered;

**Encumbrance:** means mortgage, debenture, charge, rent charge, pledge, lien, option, restriction, right of first refusal, right of pre-emption, third party right or claim or interest or other encumbrance or security interest of any kind or other type of preferential arrangement (including a title transfer or retention arrangement) having similar effect;

**Intellectual Property Rights:** means the intellectual property rights assigned pursuant to clause 3;

**Patents:** the patents set out in Schedule 1, Part 1 to this deed; and

**2 INTERPRETATIONS**

In this deed, where the context admits:

2.1 any reference to the singular includes the plural and vice versa and words in one gender includes both genders;

2.2 headings are included in this deed for ease of reference only and shall not affect the interpretation or construction of this deed;

2.3 references to clauses or schedules are, unless otherwise provided, references to clauses of and Schedules to this deed; and

2.4 to the extent of any conflict, the clauses of this deed shall prevail over any Schedules to this deed.

**3 ASSIGNMENT**

In consideration of the payment by the Assignee of the sum of £1 (1 pound) (receipt of which the Assignor acknowledges), the Assignor HEREBY

ASSIGNS with full title guarantee to the Assignee free from all Encumbrances with effect from the Effective Date:

- 3.1 the Patents and all and any right, title and interest in and to the Patents; and
- 3.2 the benefit of the Applications with the intention that when the Applications are granted the registrations will vest in the Assignee.

**4 FURTHER ASSURANCE**

The Assignor hereby covenants that at the request and cost of the Assignee at any time it will execute such deeds or documents and do such acts or things as may be necessary or desirable to give effect to this deed.

**5 GENERAL**

- 5.1 This deed has been executed as a deed and is delivered and takes effect on the Effective Date.
- 5.2 A person who is not a party to this deed may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
- 5.3 This deed shall be governed by English law and the parties submit to the non-exclusive jurisdiction of the English courts.

EXECUTED as a deed by  
SHAUN ALEXANDER HUME  
Witnessed by:

Name

Leon Goznowski

Address

Beaufort Hse, 15 St Botolph Street London EC3A 7NJ

Company

Solicitor

EXECUTED as a deed by  
FILLABALL HOLDINGS LIMITED

Shaun Hume  
Director  
Director/Secretary

**SCHEDULE**  
**PATENTS AND APPLICATIONS**

**PART 1 - THE PATENTS**

<b>COUNTRY</b>	<b>NUMBER</b>	<b>BRIEF DESCRIPTION</b>	<b>REGISTERED DATE</b>
United Kingdom	217691.5	Load Transporter	

**PART 3 - THE APPLICATIONS**

<b>COUNTRY</b>	<b>NUMBER</b>	<b>BRIEF DESCRIPTION</b>	<b>APPLICATION DATE</b>
European Patent	4254627.5	Transport Apparatus	31.07.2004
United Kingdom	300069.2	Circular Section Transport	01.03.2003
United Arab Emirates	530/2006	Container with Gyroscope Mount	21.01.2005
Australia	2005206371	Container with Gyroscope Mount	21.01.2005
Canada		Container with Gyroscope Mount	21.01.2005
China	2.0058E+11	Container with Gyroscope Mount	21.01.2005
European Patent	5702002.6	Container with Gyroscope Mount	21.01.2005
India	4774/DELNP/2006	Container with Gyroscope Mount	21.01.2005
Japan		Container with Gyroscope Mount	21.01.2005
Mexico	06/08462	Container with Gyroscope Mount	21.01.2005



United States of America		Container with Gyroscope Mount	21.01.2005
Co-operation Treaty	PCT/GB2005/000241	Container with Gyroscope Mount	21.01.2005
Australia	2001203607	Transport Apparatus	04.08.2004